

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND ENERGY**

---

**Berkshire Gas Company**

---

**D.T.E. 06-27**

**ATTORNEY GENERAL'S FIRST SET OF  
INFORMATION AND DOCUMENT REQUESTS**

- AG -2- 1      Please refer to the response to AG-1- 2 and AG-1- 4. Describe the methodology that Berkshire Gas Company ("Company" or "Berkshire") plans to use to credit customers through the Cost of Gas Adjustment Clause for the proceeds from the sale of excess gas.
- AG -2- 2      Please refer to the response to DTE-1-2 and AG-1-5. Please explain what benefit the ROFR will provide to the Company and its customers. What actions, if any, must the Company or Coral take to obtain these benefits and when does the Company or Coral have to act? When will the Company know that the ROFR is available to the Company?
- AG -2- 3      How much will the Company pay for the capacity it may obtain under the ROFR? Provide the details of the costs.
- AG -2- 4      Please refer to the response to AG-1- 7. Explain why the Company believes the discount price is a fair price for its non-receipt of the ROFR and provide the basis for the Company's conclusion.
- AG -2- 5      Please refer to the response to AG-1- 7. Name the people involved in the negotiations and substantiate the terms of the negotiations.
- AG -2- 6      Please state whether the Company has a written document retention policy for gas supply and transportation capacity contracts. Provide the written policy and the Massachusetts regulations which govern the record retention obligations for contracts.
- AG -2- 7      Please refer to DTE 1- 6 Attachment b. The Canadian gas supply contract was terminated on Oct. 11. What year? What gas supply contract does this response

refer to and provide a copy of that contract or state all of the contract terms if the contract is oral.

- AG -2- 8 Please refer to the response to AG-1-18 (Zink Memorandum). What evidence does the Company have that “Tennessee followed all the proper posting procedures?” When was the capacity posted? Does the Company or BP, as part of its alliance with Berkshire, monitor the posting of capacity? If yes, how frequently? Describe all monitoring activities.
- AG -2- 9 Refer to AG-1-18. Who is Barbara Heffernan? What functions does she perform for Berkshire? Please provide all documents that she has authored related to the analysis of the peaking supply deal with Pittsfield Generating Company Inc. (“Pittsfield”)<sup>1</sup>.
- AG -2- 10 Please refer to the response to AG-1-18 Supplemental and AG-1-13. REDACTED
- AG -2- 11 Please refer to the response to AG-1-18 Supplemental. REDACTED
- AG -2- 12 Please refer to the response to AG-1-18 Supplemental. REDACTED
- AG -2- 13 Please refer to the response to AG-1-18 Supplemental. REDACTED
- AG -2- 14 Please refer to the response to AG-1-18 Supplemental. REDACTED
- AG -2- 15 Please refer to the response to AG-1-18 Supplemental. REDACTED
- AG -2- 16 Please refer to the response to AG-1-18 Supplemental. REDACTED
- AG -2- 17 Please refer to the response to AG-1-18 Supplemental. REDACTED
- AG -2- 18 Please refer to the response to AG-1-18 Supplemental. REDACTED
- AG -2- 19 Please refer to the response to AG-1-18 Supplemental. REDACTED
- AG -2- 20 Provide a list of all written and oral agreements between Berkshire and Pittsfield or Altresco or PurEnergy for delivery of natural gas to Berkshire. For each agreement include the common name of the agreement, the name of the parties to the agreement, the amount of gas for contract under the agreement, the months that the company would receive gas in a given year under the agreement, and the term of the agreement.

---

<sup>1</sup>Pittsfield refers Pittsfield Generating Company Inc., or its predecessors or successors including Altresco Pittsfield L.P.

- AG -2- 21 Please refer to the response to AG-1-18 Supplemental and DTE 1-6 attachment (d). REDACTED
- AG -2- 22 Please refer to the response to AG-1-18 Supplemental and DTE 1-6 attachment (d), page 4. REDACTED
- AG -2- 23 What is the approximate day of the year that Berkshire contacted Distrigas to determine whether it had excess LNG available for the winter which the Company could purchase? How did the Company contact Distrigas (letter or phone) and provide supporting documentation? Provide the Distrigas contract and the date it was entered into.
- AG -2- 24 Please refer to the response to Direct Testimony of Jennifer M. Boucher, page 9, lines 9-10. What demand charge did the Company incur for the Distrigas supply? Provide the incremental cost to customers for the replacement of the AFPA with Distrigas. Include all supporting documentation, calculations, workpapers and assumptions.
- AG -2- 25 State the incremental costs to ratepayers in the 2005/2006 heating season under the Coral agreement that resulted from the loss of the AFPA or Fuel Purchase Agreement (FPA) and provide supporting documentation, calculations, workpapers and assumptions. Please calculate the incremental costs by a comparison to the costs under the AFPA Agreement and not the Distrigas supply.
- AG -2- 26 Is it possible that Pittsfield provided gas to Berkshire under an oral contract or a novation and explain the Company's reasoning to support its conclusion?
- AG -2- 27 Refer to the response to AG-1-21. According to evidence provided in DTE 04-60 (NSTAR divestiture of PPA agreements with Pittsfield Generating), the output of the Altresco plant declined significantly as early as September 2003. Exh. AG-1-10 and AG-2-2, attached. Given that the Company is delivering the gas to the Pittsfield facility and apparently it had "regular meetings and discussions with the plant's personnel throughout the term of the FPA and AFPA", why didn't the Company begin discussions with Pittsfield's owners or operators regarding the future of the plant in 2003? If the Company was not aware that the gas throughput had significantly decreased, please explain why?
- AG -2- 28 Please refer to the response DTE-1-4 and DTE-1-19. Please explain why the Company thought, at the time it issued the July 13, 2005 RFP, that capacity was available on both Iroquois and Tennessee that would deliver gas to Berkshire from Niagra. Include copies of all correspondence that supports the Company's expectations.

- AG -2- 29 Please refer to the response to DTE-1-4 and DTE-1-19. Please explain why there was no capacity available to the Company on Iroquois? Was there a single entity that obtained all available capacity on Iroquois at the time the Company was contemplating the supply RFP? If yes, who was the entity?
- AG -2- 30 Please refer to the response to DTE-1-4 and DTE-1-19. Please explain the lack of capacity available to the Company on Tennessee and identify the name of any single entity that obtained all available capacity on Iroquois at the time the Company contemplated the supply RFP.
- AG -2- 31 Explain why the Company sought firm winter gas supply solely from Waddington in its July 13, 2005 RFP and not from another receipt point or delivery to Berkshire's citygate?
- AG -2- 32 Please refer to the response to AG-1- 19. Did the Company or its counsel evaluate the terms of the GPA by reviewing the actual GPA or a copy of the actual GPA in order to conclude it had been terminated? Please state yes or no and explain.
- AG -2- 33 Please refer to the response to AG-1-20. Why is this the "best strategy" and explain the benefits that the strategy will have for customers.
- AG -2- 34 Please refer to the response to AG-1-25. Did the Department approve the FPA and if not then why not?
- AG -2- 35 Please refer to the response to AG-1-26. What are the referenced agreements? Provide them and if they are oral then provide their terms as you understand them?
- AG -2- 36 Please refer to the response to the FPA, attachment (a) to AG-1- 19, page 6-7. Define "term" and "terms" as used in Section 6 of the FPA. REDACTED.